

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

712-10694

Janitorial Services for Marine Facilities



Richard Ewell

954-828-5138

Bid 712-10694

Janitorial Services for Marine Facilities

Bid Number 712-10694
Bid Title Janitorial Services for Marine Facilities

Bid Start Date Jan 6, 2011 2:51:21 PM EST
Bid End Date Jan 26, 2011 2:00:00 PM EST
Question & Answer End Date Jan 24, 2011 8:00:00 PM EST

Bid Contact Richard Ewell
Purchasing
rewell@fortlauderdale.gov

Contract Duration 2 years
Contract Renewal 2 annual renewals
Prices Good for 90 days

Bid Comments The City is seeking a qualified firm to contract for janitorial services at Cooley's Landing, Las Olas Municipal Marina, and Marine Facilities Administrative Offices.

For a copy of the bid, go to www.bidsync.com.

Added on Jan 7, 2011:
Addendum 1 has been added.

Changes made on Jan 7, 2011 3:32:11 PM EST

New Documents 10694 Adden 1.doc

Item Response Form

Item 712-10694-1-01 - Cooley's Landing Cleaning Services
Quantity 52 week
Unit Price
Delivery Location City of Fort Lauderdale
Marine Facilities
2 S New River Drive East
Fort Lauderdale FL 33301
Qty 52

Description

Cooley's Landing Marina/Comfort Station: Daily Cleaning Services

Item 712-10694-1-02 - Cooley's Landing - Carpet Cleaning (as needed)
Quantity 1 each

Unit Price

Delivery Location

City of Fort Lauderdale
Marine Facilities
2 S New River Drive East
Fort Lauderdale FL 33301
Qty 1

Description

Cooley's Landing - Carpet Cleaning (as needed)

Item

712-10694-1-03 - Cooley's Landing - Vinyl floors, clean, strip, wash and buff

Quantity

1 each

Unit Price

Delivery Location

City of Fort Lauderdale
Marine Facilities
2 S New River Drive East
Fort Lauderdale FL 33301
Qty 1

Description

Cooley's Landing - Vinyl floors - clean, strip, wash and buff - as needed

Item

712-10694-1-04 - Las Olas Comfort Station Cleaning Services

Quantity

52 week

Unit Price

Delivery Location

City of Fort Lauderdale
Marine Facilities
2 S New River Drive East
Fort Lauderdale FL 33301
Qty 52

Description

Las Olas Comfort Station: Daily Janitorial Services

Item

712-10694-1-05 - Las Olas Comfort Station - Carpet Cleaning

Quantity

4 each

Unit Price

Delivery Location

City of Fort Lauderdale
Marine Facilities
2 S New River Drive East
Fort Lauderdale FL 33301
Qty 4

Description

Las Olas Comfort Station - Carpet Cleaning - Quarterly

Item

712-10694-1-06 - Administrative Offices Cleaning Services

Quantity

52 week

Unit Price

Delivery Location

City of Fort Lauderdale
Marine Facilities

2 S New River Drive East
Fort Lauderdale FL 33301
Qty 52

Description

Administrative Offices Cleaning Services - 3 times per week (MWF)

Item	712-10694-1-07 - Administrative Office - Carpet Cleaning
Quantity	4 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Marine Facilities</u> 2 S New River Drive East Fort Lauderdale FL 33301 Qty 4

Description

Administrative Office - Carpet Cleaning - Quarterly

Item	712-10694-1-08 - Additional Services as needed - Hourly Rate
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Marine Facilities</u> 2 S New River Drive East Fort Lauderdale FL 33301 Qty 1

Description

Hourly rate for additional services as needed: Periodic cleaning of the Maintenance Area, Equipment Room, Janitor's Closet and Air Conditioning Closets

ITB #712-10694**TITLE: Janitorial Services for Marine Facilities****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide janitorial services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site). Bidders please note: No part of your bid can be submitted via FAX or email. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. SITE VISIT

Bidders are requested to make a site visit to Cooley's Landing, Las Olas Marina and the Marine Facilities Administrative Office Facility to completely familiarize themselves with the full scope of work required. It is the sole responsibility of the Bidder to inspect the facilities prior to submitting a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized him/herself with the nature and extent of the work, equipment, materials, supervision, and labor required. Contact: Marine Facilities: Jonathan Luscomb, Supervisor of Marine Facilities, or designee (954) 828-5423.

05. ELIGIBILITY

Bidders must demonstrate that they have recently and successfully provided similar services to at least three clients for services of an equivalent size and nature. Bidders shall provide information to support their past experience, ability, capacity, and financial stability to perform the requirements of this Contract. Bidders should provide documentation of all business/occupational licenses required to perform these services, as well as proof of insurance, as a part of the ITB response.

06. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that service that will best serve the needs of the City of Fort Lauderdale. The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this ITB.

09. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

10. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

11. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

12. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City or the day after the current contract expires, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two additional one year terms

providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

13. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

14. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

15. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on

such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

16. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

17. INSURANCE

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in

accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

18. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

19. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

20. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

21. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

22. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

23. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

24. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

25. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Department at 954-828-5933.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

I. SCOPE OF WORK:

The successful contractor shall perform all the services contained in the ITB specifications. Contractor shall be responsible for providing all labor, management, supplies and equipment, insurance, licenses, etc. in accordance with the ITB.

1. General Information:

A) Cooley's Landing is a City Marina and public boat launching facility serving tourists, transient and resident boaters. Public restroom facilities that serve the boat launching facilities are used by approximately 200 people per day; and comfort station shower, and laundry facilities for occupants of the marina, are used by approximately 50 persons/per day.

The City will welcome bidders review of the facilities and requested services, and any comments regarding the ITB specifications, prior to the last date for questions.

Location: Cooley's Landing Marina and Boat Ramp Facilities
450 S.W. 7th Avenue
Ft. Laud., FL 33315

LOCATED: S.W. 7TH AVENUE BRIDGE (MARSHALL BRIDGE), EAST
AND WEST SIDES

Facilities to be serviced:

1) Men's & women's public rest rooms, in the center of the parking area for boat launching, which service the boat ramp facilities and a limited number of park patrons by the gazebo and picnic area on the west side of the property;

2) The comfort station used by live-aboard boaters, to include: an office, men's and women's rest rooms, all toilets, tile walls, floors, sinks, partitions, counters, mirrors, chrome, showers, doors, windows & sills, furniture, waste receptacles including replacement of liners, ashtrays, light fixtures, and air conditioning or air vents.

B) Las Olas Office and Comfort Station Facility: Las Olas Municipal Marina is a City Marina serving tourist, transient, and resident boaters. Comfort station facilities including, restroom, laundry and shower facilities, are used by approximately 300 persons/per day; office facilities are used by approximately 100 persons/per day.

Location: Las Olas Municipal Marina
240 Las Olas Circle
Fort Lauderdale, FL 33316

LOCATED: E. LAS OLAS BOULEVARD, NORTH AND SOUTH SIDE

C.) Marine Facilities Administrative Offices: The offices are used for collection services for downtown marina customers and for administrative offices for Marine Facilities staff used by approximately 80 people per day. Office area includes: a lobby area, collection counter,

support staff floor space, conference and meeting area, and 2 individual offices for the Supervisor of Marine Facilities, and designated Administrative staff.

LOCATED: S.E. side of Andrews Avenue Bridge on South New River Drive opposite the New River

2. Days/Hours of Service:

- a) Daily service, including weekends and holidays, for Cooley's Landing and Las Olas Marina Comfort Stations only, between the hours of 11:00 am through 1:00 pm only.
- b) Marine Facilities Administrative Offices (maximum 3 times per week only) serviced as determined by the Supervisor of Marine Facilities, and includes weekends and holidays between the hours of 3:00 pm through 5:00 pm only.

NOTE: CUSTODIAL INSPECTION REPORTS MUST BE FULLY COMPLETED BY JANITORIAL STAFF AT THE CONCLUSION OF EACH DAY SERVICE IS PROVIDED AND SUBMITTED TO CITY STAFF IN ACCORD WITH THE REQUIRED SCHEDULE FOR THE FACILITY AND MUST BE APPROVED AND SIGNED OFF ON BY CITY STAFF OR PAYMENT MAY NOT BE PROCESSED FOR THAT DAY.

3. Janitorial Services Requirements:

- a) Daily: Clean all mirrors;
- b) Replenish soap, (*) toilet tissue, and hand towels;
- c) Clean and sanitize all urinals and commodes, inside and out; replace urinal blocks and screens, as needed;
- d) Wipe all partitions, doors, and clean and polish all chrome and stainless steel, or metal fixtures or accessories;
- e) Thoroughly sweep, mop with disinfectant solution and rinse all floors, and vacuum rugs;
- f) Clean and sanitize all showers, including soap scum and residue, tile walls, floors, faucets, drains and shower heads. This should include picking up mats and cleaning shower floors underneath where applicable;
- g) Empty, clean, and sanitize (if needed) all waste receptacles, ash trays, etc. and replace all liners;
- h) Clean and sanitize all sinks, counters, soap, soap scum and residue, and towel dispensers; sanitary napkin disposal containers;
- i) Remove, pressure clean, and sanitize all matting in shower area where applicable;
- j) Thoroughly clean and sanitize all shower stalls, remove all soap scum, mildew, mold from walls, floors, ceramic tile, and partitions;**
- k) Clean all walls, doors, windows & sills; including dust all cobwebs;

(*)Note to Bidders: Toilet tissue rolls used at Cooley's Landing, and at Las Olas Marina, are 2 ply, large round commercial rolls. Same as or equal to Standard Sanitary Supply, #63507850, JRT, JR T-Tissue, white, 12/cs. to fit dispenser:#63509646 JRT In-Sight.

Additional Daily Services: Las Olas Marina and Cooley's Landing offices only include:

- 1. Empty, clean, and sanitize (as needed), all waste receptacles

Weekly (Las Olas Marina and Cooley's Landing Offices only):

1. Wash, rinse and wax (if necessary) all tile floors and polish all furniture;
2. Clean all light fixtures all air conditioning vents.
3. clean and sanitize all counter tops and cabinet facings throughout the facility;
4. Vacuum all carpeted areas;
5. Vacuum or sweep all ceramic floors
6. Dust, vacuum all ceiling tiles.
7. Clean all air conditioning or air vents.
8. Waxing including stripping and buffing.

Additional Service required at Las Olas Comfort Station, Cooley's Landing and Marine Facilities Administrative Office Facilities:

1. Thoroughly clean and polish all counters and cabinetry throughout the facility.
2. Carpet Cleaning: Carpet cleaning at Cooley's Landing shall be on as needed basis and priced/per service request. Carpet Cleaning at Las Olas Comfort Station and Marine Facilities Administrative offices shall be on a quarterly scheduled basis, with spotting, as needed.
- 3) Vinyl floors: Cooley's Landing Comfort Station and Office has vinyl floors in its on-site office location. Bidder shall provide a per service "as needed" cost to clean, strip, wax and buff this floor.

ADDITIONAL SERVICES REQUIRED AT LAS OLAS AND COOLEY'S LANDING COMFORT STATION FACILITIES ONLY ON AN AS NEEDED BASIS:

Bidder shall include in the firm, fixed cost proposed for this facility, the periodic cleaning of the Maintenance Area, Equipment Room, Janitors Closets, Air Conditioning Closets.

Hours of service are fixed and changes must be approved by the Supervisor of Marine Facilities.

4. Contractor's Personnel:

Contractor shall provide the City with resumes for all principals, management and supervisory personnel that will support their experience and qualifications to perform these contract services. Contractor shall provide supervisory and staff personnel who can adequately communicate, both on-site and by telephone, with City staff and clients at Cooley's Landing, Las Olas Comfort Station and the Marine Facilities Administrative Offices relative to any service problems, or service requirements. Contractor shall respond to service requests on problems with services within two hours of notification in person or by telephone.

Contractor shall provide the City with background information for all personnel proposed to be assigned to this contract, including but not necessarily limited to criminal background check. This information and past work experience shall be provided to the City for review and acceptance, prior to award of the contract, and thereafter prior to assignment of any replacement service personnel to the City contract. The City shall be furnished with a list of all

personnel assigned to the contract. The contractor shall be responsible for keeping this list up to date during the contract term.

Contractor's employees shall present a professional appearance, neat, clean, well groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of the duties, and while on City property.

Contractor's personnel shall wear an appropriate uniform, and always be identified with a nametag specifying both the firm name and employee name.

The contractor shall provide the City with a listing, and keep current, to include the names and emergency telephone and beeper numbers of supervisory personnel who are assigned to the City contract. It is the intention of the City that the contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term.

5. Minimum Wage Rates:

The contractor shall be required to pay its' employees the State of Florida or Federal minimum wage rate, whichever is greater. The City reserves the right to inspect the payroll records of the contractor(s) as may be deemed necessary to determine contractor(s) compliance with this requirement.

6. Termination for Cause:

The contractor's services may be terminated for any of the following causes: poor performance and failure to cure client complaints within two days of notice by the City, or after three documented poor performance complaints from the City's contract administrator; if there is a perceived breach of security; if personnel are used who are unknown by the city agency, or who pose a threat to the security of the agency by action, deed or appearance; failure of the contractor to comply with personnel identification and uniform requirements. City staff shall be responsible to document and provide to the Procurement & Materials Management Division Vendor Performance Complaint forms, and a log of all actions taken to cure, as well as vendor responses to requests. After the third such documented complaint is received in the Procurement and Materials Management Division, the Manager may immediately terminate the contractor by phone or fax letter.

7. Cost to the City:

The contractor shall be responsible for all costs incurred in providing the required services to include: all labor, management, all janitorial supplies, including toilet tissue and replacement light bulbs, equipment, insurance, licenses and police background checks of employees, in accordance with the ITB specifications. The total cost to the City for the required services shall be the costs as proposed by the Bidder, and accepted by the City, AS SUBMITTED IN THE ITB.

8. Service Hours/Response time/Emergency Service/Property Damage:

All services provided shall be performed in accordance with the times specified in the ITB specifications. Any change to that schedule shall be requested in writing, and approved by the City prior to implementation. Contractor shall advise City personnel immediately of any damage noticed by contractor personnel while on duty, or any damage done to City property by contractor's personnel, NOT LATER THAN THE NEXT WORKING DAY after which such damage may occur. contractor caused damage shall be promptly corrected to the satisfaction of the City, and any cost to resolve the matter will be borne solely by the Contractor.

Service Response Time: contractor shall have a 24 hr. telephone/pager service to insure the contractor's ability to respond and comply with City requests on a timely basis. contractor should respond and comply with any City request for service or emergency service within 2 to 4 hours from time of City contact. Failure to respond or to comply with the service request within the time parameters stated may result in City invocation of the Penalty Provision clause.

9. Penalty Provisions for Non-Service:

Designated City personnel shall periodically review Contractor's performance. If any discrepancies are found, contractor shall be immediately notified, the situation jointly reviewed and corrected by the contractor in an agreed upon time frame, at no cost to the City. Any second discrepancy notification during any contract year shall be subject to imposition of penalty provisions. Penalty provisions are as follows:

2nd discrepancy will have a penalty of 15% of the two-week contract cost for that location.

3rd will have a 25% penalty.

Thereafter, further discrepancy or unsatisfactory performance by the contractor may be cause for contract termination, at the City's discretion.

Note: Imposition of a penalty by the City will not preclude the City from canceling the contract for cause, in accordance with the ITB specifications.

10. Contract Coordinator:

The Supervisor of Marine Facilities, or designee, shall function as the contract coordinator. The coordinator's duties shall include:

- a. Liaison with contractor;
- b. Coordinate and approve all work under the Contract;
- c. Resolve any disputes;
- d. Assure consistency and quality of Contractor's work;
Schedule and conduct contractor performance evaluations and document findings.
- e. Review and approve for payment, invoices for work performed in accordance with the contract specifications.

11. Contractor Performance Reviews:

The Supervisor of Marine Facilities, or designee, shall periodically perform a written report on contractors performance based on the following performance ratings:

- | | |
|------------------------|--|
| a. Excellent: | Far Exceed requirements |
| b. Above Satisfactory: | Exceeds requirements |
| c. Good: | Meets basic requirements |
| d. Poor: | Does not meet all requirements, and subject to contract penalty provisions; |
| e. Non-Compliance: | Either continued poor performance after notice, or a performance level that does not meet a significant portion of the requirements.
This rating makes the contractor subject to default, or contract cancellation for cause, per the ITB provisions. |

A completed daily Custodial/Services Log, indicating all the daily/weekly services required by the ITB, shall be required from contractor for each shift/each day. A SAMPLE OF THIS FORM IS ATTACHED

TO THE ITB. This log shall be completed, in its entirety, and dropped off in the designated mail slot of the office facility located on the premises at the conclusion of each shift. This log shall be reviewed and signed off daily, with appropriate comments, by the Supervisor of Marine Facilities, or designee.

Failure to provide these daily logs, or to complete such logs, may result in City proceedings for termination of the contract with thirty (30) days advance notice.

These logs shall be maintained and used as documentation in the contractor performance reviews, or for penalty invocation.

MARINE FACILITIES ADMINISTRATIVE OFFICE CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF TASKS PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			(3 DAYS PER WEEK ONLY)				
			Clean Mirrors				
			Replenish Soap				
			Clean & Sanitize Toilets				
			Clean Partitions/Polish Chrome, etc.				
			Sweep & Mop Floors				
			Clean & Sanitize Showers				
			Empty & Sanitize Waste Cans				
			Clean & Sanitize Sinks, Counter Tops, etc.				
			Pressure Clean Shower Stalls and Under Matting				
			Sanitize/Shower Areas				
			Clean Walls & Windows				
			BRIEF DESCRIPTION OF ADDITIONAL SERVICES AS REQUIRED				
			Clean/Polish Counters				
			Clean Vinyl Flooring				
			Empty/Sanitize Trash Cans in Office				
			Clean Carpets (as needed per contract)				
			Clean/Strip/Wax Floors (as needed per contract)				

MARINE FACILITIES ADMINISTRATIVE OFFICE CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF TASKS PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			(3 DAYS PER WEEK ONLY)				
			Wash, Rinse & Wax Floors (if necessary)				
			Clean Light Fixtures				
			Clean/Sanitize Counters				
			Vacuum Carpeted Area				
			Vacuum Ceramic Floors				
			Dust/Clean Ceiling Tiles				
			Clean Air Conditioning Vents				

DATE OF SERVICE

NAME (print):

SIGNATURE:

LAS OLAS MARINA CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF DAILY TASK PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Clean Mirrors				
			Replenish Soap				
			Clean & Sanitize Toilets				
			Clean Partitions/Polish Chrome, etc.				
			Sweep & Mop Floors				
			Clean & Sanitize Showers				
			Empty & Sanitize Waste Cans				
			Clean & Sanitize Sinks, Counter Tops, etc.				
			Pressure Clean Shower Stalls and Under Matting				
			Sanitize/Shower Areas				
			Clean Walls & Windows				
			BRIEF DESCRIPTION OF ADDITIONAL SERVICES AS REQUIRED				
			Clean/Polish Counters				
			Clean Vinyl Flooring				
			Empty/Sanitize Trash Cans in Office				
			Clean Carpets (as needed per contract)				
			Clean/Strip/Wax Floors (as needed per contract)				

TIME	START	END	WEEKLY SERVICES REQUIRED IN OFFICE ONLY	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Wash, Rinse & Wax Floors (if necessary)				
			Clean Light Fixtures				
			Clean/Sanitize Counters				
			Vacuum Carpeted Area				
			Vacuum Ceramic Floors				
			Dust/Clean Ceiling Tiles				
			Clean Air Conditioning Vents				

DATE OF SERVICE _____

NAME (print): _____

SIGNATURE: _____

COOLEY'S LANDING CUSTODIAL INSPECTION REPORT

TIME	START	END	BRIEF DESCRIPTION OF DAILY TASK PERFORMED	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Clean Mirrors				
			Replenish Soap				
			Clean & Sanitize Toilets				
			Clean Partitions/Polish Chrome, etc.				
			Sweep & Mop Floors				
			Clean & Sanitize Showers				
			Empty & Sanitize Waste Cans				
			Clean & Sanitize Sinks, Counter Tops, etc.				
			Pressure Clean Shower Stalls and Under Matting				
			Sanitize/Shower Areas				
			Clean Walls & Windows				
			BRIEF DESCRIPTION OF ADDITIONAL SERVICES AS REQUIRED				
			Clean/Polish Counters				
			Clean Vinyl Flooring				
			Empty/Sanitize Trash Cans in Office				
			Clean Carpets (as needed per contract)				
			Clean/Strip/Wax Floors (as needed per contract)				

TIME	START	END	WEEKLY SERVICES REQUIRED IN OFFICE ONLY	YES	NO	ACTUAL SUPPLIES USED	ACTUAL SUPPLIES REPLACED
			Wash, Rinse & Wax Floors (if necessary)				
			Clean Light Fixtures				
			Clean/Sanitize Counters				
			Vacuum Carpeted Area				
			Vacuum Ceramic Floors				
			Dust/Clean Ceiling Tiles				
			Clean Air Conditioning Vents				

DATE OF SERVICE _____

NAME (print): _____

SIGNATURE: _____

BID QUESTIONNAIRE 752-9227

Bidders are required to complete all information requested below.

1. Bidder Name:
(Legal registered name)

Principal Contact:
(Name & Title)

24 Hour Telephone/Pager Number: /

2. Location of service facility(ies)/office, if different from address shown on page 1 of the ITB:

3. Is there anything contained in the ITB that is NOT included in your bid response?

YES: € NO: €

If YES: please explain:

4. How many years has your company been providing these services?

/years

5. Client References: Provide a list of client references for whom you are currently providing janitorial services, with particular emphasis on other governmental agencies. Include the contact person, telephone number, agency/company name, and address. A minimum of THREE is requested.

6. Bidder Management/Personnel Experience: Name and indicate the level of experience, or provide resumes of those individuals who will work directly with City representatives for this contract. **If additional room is required, please attach information as an appendix to the ITB.**

Please list below all principals, management, and supervisory personnel who will be assigned to this contract, and include a 24 hr. telephone or beeper number for each:

Name: /Title: ;

Phone/Pager

E-Mail Address (if available)

Name: /Title: ;

Phone/Pager

E-Mail Address (if available)

Name: /Title: ;

Phone/Pager

E-Mail Address (if available)

Name: /Title: ;

Phone/Pager

E-Mail Address (if available)

Have you included experience information for all your personnel as an appendix to your bid?

YES: ☐ NO: ☐

Have you included copies of all required licenses, permits, and proof of current insurance coverage?

YES: ☐ NO: ☐



7. If bidder intends to sub-contract any part of the services contained in the ITB, please indicate that intent in the space provided below, and provide complete information on the company, including address, principals, telephone number, experience and references, licenses and insurance information as an appendix to your bid.

Sub-Contractor: YES: ☐ NO: ☐

IF YES, please include all information on proposed sub-contractor, including references, personnel information, qualifications, insurance, etc., as required in the ITB for the sub-contractor.

Included?: YES: € NO: €

8. Please provide financial references to support your ability to perform the contract services: (i.e. Bank, supplier contacts, wholesalers, etc. with whom you currently do business.) Provide company, contact person, address, and telephone number.

	 
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9. Bidder shall complete the following information:

Cooley's Landing:

1. Required number of janitorial service hours daily
(to perform required "daily services") : /hrs.

Number of janitorial personnel/daily:

2. Required number of janitorial service hours weekly
(to perform required "weekly services") : /hrs.

Number of janitorial personnel/daily:

Las Olas Comfort Station:

1. Required number of janitorial service hours daily
(to perform required "daily services") : /hrs.

Number of janitorial personnel/daily:

2. Required number of janitorial service hours weekly
(to perform required "weekly services") : /hrs.

Number of janitorial personnel/daily:

Marine Facilities Administrative Office:

1. Required number of janitorial service hours/3 days per week
(to perform "3 days per week" only) : /hrs.

Number of janitorial personnel/daily:

10. a) Do you have the required insurance coverage, as contained in the ITB?**YES** € **NO:** €**If YES**, please provide a copy of your insurance certificate(s).Attached? **YES** €**b) Are your personnel bonded?** **YES:** €**IF YES**, please include a copy of the Bond Coverage.Included? **YES** € **NO:** €**11. Bidder Comments:**

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:
(signature) (date)

Name (printed): Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City: State:

Zip:

Telephone No. FAX No.

Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:
revised 3-23-10

	
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City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 712-10694
Janitorial Services for Marine Facilities

ISSUED January 7, 2011

1. This addendum is being issued to make the following change:

Part I, Section 17 (Insurance) is being changed to add the following:

Employee Fidelity/Crime Insurance

Limits: \$100,000

Coverage also will apply as primary and is not to affect any insurance, which the certificate holder may carry in its own name.

2. All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M.
Director of Procurement Services

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

Question and Answers for Bid #712-10694 - Janitorial Services for Marine Facilities

OVERALL BID QUESTIONS

Question 1

Do employees need to be bonded?

Are any bonds required such as performance or bid bonds? (Submitted: Jan 6, 2011 4:15:43 PM EST)

Answer

- Addendum 1 has been attached to add the following:

Employee Fidelity/Crime Insurance

Limits: \$100,000

No performance or bid bond is required. (Answered: Jan 7, 2011 3:34:18 PM EST)

Question 2

At the Los Olas Marina and Cooley Landing offices is stripping and waxing of floors require WEEKLY?

What is the current contract price per area?

Is current contract similar to this solicitation? (Submitted: Jan 6, 2011 4:25:16 PM EST)

Answer

- 1) Bi-Annually

2) \$110.00

3) Yes (Answered: Jan 7, 2011 8:36:51 AM EST)

Question 3

What is the square footage of each facility? (Submitted: Jan 7, 2011 10:39:19 AM EST)

Answer

- Marine Facilities @ Andrews Ave: 1050

Cooley's Landing: 3500

Las Olas: 2600 (Answered: Jan 10, 2011 9:13:07 AM EST)

Question 4

what is the previous contract price?

ann@federaljanitorial.com (Submitted: Jan 7, 2011 1:55:47 PM EST)

Answer

- See the following link to the current contract:

<http://www.fortlauderdale.gov/purchasing/Awards/Capital%209227.pdf> (Answered: Jan 7, 2011 3:09:28 PM EST)

Question 5

What is the \$110.00? What area does this represent? What is the current contract price for all areas required in the solicitation? Is the price monthly, yearly, etc.? (Submitted: Jan 7, 2011 2:06:53 PM EST)

Answer

- See question 4 above. (Answered: Jan 7, 2011 3:09:28 PM EST)

Question 6

Is it required to show proof of all insurance documentation during the bidding process, or after your company is awarded the bid. Second, question can we do a walk through of all facilities to be service. (Submitted: Jan 8, 2011

12:55:50 PM EST)

Answer

- 1) Per Part I, Section 17 of the bid specifications:

A copy of ANY current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

2) Per Part I, Section 4 of the bid specifications:

Bidders are requested to make a site visit to Cooley's Landing, Las Olas Marina and the Marine Facilities Administrative Office Facility to completely familiarize themselves with the full scope of work required. It is the sole responsibility of the Bidder to inspect the facilities prior to submitting a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized him/herself with the nature and extent of the work, equipment, materials, supervision, and labor required. Contact: Marine Facilities: Jonathan Luscomb, Supervisor of Marine Facilities, or designee (954) 828-5423. (Answered: Jan 10, 2011 7:33:54 AM EST)

Question 7

whats is the square footage in order to submit the bid.
and also can we stop by to do a walkthrough to give an accurate bid?

thanks (Submitted: Jan 8, 2011 3:18:13 PM EST)

Answer

- 1) See question 3 above.

2) See question 6 above. (Answered: Jan 10, 2011 9:13:07 AM EST)

Question 8

the link on question 4 doesnt open up. can you resend?

lisalaing2002@yahoo.com

thanks (Submitted: Jan 8, 2011 3:32:26 PM EST)

Answer

- Copy and paste the link in question 4 into your web browser, or call 954-828-5933 to request a copy of the current contract (752-9227). (Answered: Jan 10, 2011 7:36:47 AM EST)

Question 9

Does the current contract include \$100,000.00 employee crime insurance? (Submitted: Jan 9, 2011 8:53:42 PM EST)

Answer

- No (Answered: Jan 10, 2011 7:38:51 AM EST)

Question 10

Bid could be submitted electronically or by hard copy delivered to the City?
Thanks (Submitted: Jan 13, 2011 10:55:05 AM EST)

Answer

- Yes, either is fine. (Answered: Jan 14, 2011 7:30:32 AM EST)

Question 11

The current contract price has not been posted. The contract given was for 2006-2008. What is the current contract price for 2010-2011?

What type of background checks are required? For how many years? etc.?

Can resumes and copy of insurance be included in the bid if submitted on line or do we mail those separately?

We are having problems contacting the correct person, Max Donte, in order to setup a site visit. Is there someone else who can assist with the site visit? (Submitted: Jan 16, 2011 6:22:14 PM EST)

Answer

- 1) See question #8 above.
- 2) 5 Years
- 3) Can be uploaded and attached to your bid if submitting electronically.
- 4) Call Jonathan Luscomb at 954-828-5423. (Answered: Jan 18, 2011 1:04:12 PM EST)

Question 12

We tried to view price for current contract pasting link in question for and shoes price for period 7/2006-6/2008.

We call purchasing department they direct us to the City's website and the information it shows is a letter with renewal of contract until 3/2011 but not price.

Did the price remain the same since 2006? If it did not where we could get current price?

Thanks (Submitted: Jan 19, 2011 2:03:26 PM EST)

Answer

- That is correct, price has not changed since 2006. (Answered: Jan 19, 2011 2:08:28 PM EST)

Question 13

7. Cost to the City:

The contractor shall be responsible for all costs incurred in providing the required services to include: all labor, management, all janitorial supplies, including toilet tissue and replacement light bulbs, equipment, insurance, licenses and police background checks of employees, in accordance with the ITB specifications. The total cost to the City for the required services shall be the costs as proposed by the Bidder, and accepted by the City, AS SUBMITTED IN THE ITB.

Our question it does not specified about about hand soap and paper towels.

Other question is if we could send along with ITB response a letter from Bank and insurance agent supporting company financial stability and capability to acquire an upgrade of insurance in case of award?

Thanks (Submitted: Jan 19, 2011 3:17:36 PM EST)

Answer

- Hand soap and trifold towels are to be included. Letter is acceptable to submit with bid response. Proof of insurance will be required prior to final execution of contract. (Answered: Jan 19, 2011 3:26:56 PM EST)

- Note: Paper towels are to be included, but not all facilities use trifold. Type of towels can be determined during inspection of each facility. (Answered: Jan 19, 2011 3:31:04 PM EST)

Question 14

does the cost of toilet paper, soap, light bulb etc will be invoiced? separate from cleaning bid cost? (Submitted: Jan 19, 2011 4:38:01 PM EST)

Answer

- supplies should be included in the bid amount and should not be invoiced separately (Answered: Jan 20, 2011 1:05:23 PM EST)

Question 15

1- Are we responsible for A/C filters, supplying and/or replacing them?

2-In the Admin. bldg, what are the # of city employees and the # of walk ins?

3-Is there any point throughout the term, for renegotiating the paper cost? (Submitted: Jan 21, 2011 8:37:12 AM EST)

Answer

- 1. Yes
- 2. 6 employees/in and out. 8 to 10 walkins
- 3. No (Answered: Jan 21, 2011 8:48:54 AM EST)

Question 16

Is there a local business preference set up for this bid? (Submitted: Jan 21, 2011 9:59:06 AM EST)

Answer

- No (Answered: Jan 21, 2011 10:02:42 AM EST)

Question 17

Please clarify the following:

Question 2 answered "Bi-Annual strip & wax." Weekly services states "Waxing including stripping and buffing." Additional services states "Vinyl floors clean, strip, wax, and buff" as a "per service charge." Which is correct? (Submitted: Jan 22, 2011 5:43:24 PM EST)

Answer

- Bi annual is correct.

What would it cost to do it more than that if we need to do so? (Answered: Jan 25, 2011 11:18:31 AM EST)

Question 18

How do we attach items such as resume and references to our bid if we submit it online through Bid Sync? (Submitted: Jan 22, 2011 7:34:35 PM EST)

Answer

- Any item can be scanned and uploaded to BidSync to attach to your bid. If you need assistance you can call Bidsync at 800-990-9339 (Answered: Jan 25, 2011 7:05:54 AM EST)